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MISSOURI BOARD
OF PHARMACY

STATE OF MISSOURI
MISSOURI BOARD OF PHARMACY

IN RE:	)	
	)	
KENNETH MULLINS	)	
License No. 040303	)	Complaint No. 2015-000097
21 Roxey Dr.	)	
Fayetteville, TN 37334	)	

SETTLEMENT AGREEMENT

Come now Kenneth Mullins, R. Ph. ("Respondent" or "Licensee") and the Missouri Board of Pharmacy ("Board" or "Petitioner") and enter into this Settlement Agreement for the purpose of resolving the question of whether Respondent's license to practice pharmacy will be subject to discipline.

Pursuant to the terms of Section 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under Section 621.110, RSMo, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Respondent acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Respondent knowingly and

voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Respondent acknowledges that he has received a copy of the draft Complaint to be filed with the Administrative Hearing Commission, the investigative report, and other documents relied upon by the Board in determining there was cause for discipline against Respondent's license.

For the purpose of settling this dispute, Respondent stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Respondent's license to practice pharmacy, numbered 040303, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 338, RSMo.

JOINT STIPULATION OF FACTS AND CONCLUSIONS OF LAW

1. The Board is an agency of the State of Missouri created and established pursuant to Section 338.140, RSMo (2016)[1] for the purpose of executing and enforcing the provisions of Chapter 338, RSMo.

2. Kenneth Mullins ("Respondent") is licensed as a pharmacist under the laws of the State of Missouri, License No. 040303. Respondent's license was at all times relevant herein current and active.

3. At all times relevant herein, Respondent was the Pharmacist-in-Charge ("PIC") at St. Mary's Hospital Pharmacy-Audrain, 620 E. Monroe, Mexico, Missouri 65265.

4. On January 6, 2015, the Board received a third-party complaint against Respondent alleging that Respondent had collected money from the sale of the over-the-counter products to

[1] All statutory references are to the Revised Statutes of Missouri 2000 as amended unless otherwise indicated.

employees without reimbursing the hospital and that he was removing prescription drug stock from St. Mary's Hospital Pharmacy for his personal use.

5. Respondent allowed pharmacy employees to purchase over-the-counter products from the pharmacy and he kept the payments in the "petty cash" fund and did not send the funds to the hospital accounting department.

6. Under Respondent's direction, approval or control, the petty cash fund was used for fund raisers, holiday projects, reference books, and customer service recovery items, gas cards for patients and their families, and employee incentives including candy bars for nurses and staff lunches.

7. Respondent had valid prescriptions from his physician which he "filled" for himself from hospital pharmacy stock from 2006 to 2014.

8. The legend drugs Respondent used from the hospital pharmacy stock to fill prescriptions were: aspirin 325mg; levemir flexpen; lisinopril/hctz 20/12.5; metformin 1000 mg; norvasc 5mg; simvastatin 80mg; tylenol 325mg; and zantac 300mg. No controlled substances were dispensed to Respondent.

9. Respondent made full payment for the purchase of the prescription medication to the petty cash fund.

10. The prescription medications Respondent used from the hospital pharmacy were kept in their original manufacturer's bottle with the manufacturer's label. They were not labeled as required by § 338.059, RSMo.

11. Respondent admits his actions filling his personal prescriptions "were against state regulations.

Failing to Affix Proper Label

12. Missouri law requires that pharmacists affix a label to every container in which a prescription drug is dispensed, to-wit:

> 1. It shall be the duty of a licensed pharmacist or a physician to affix or have affixed by someone under his supervision a label to each and every container in which is placed any prescription drug upon which is typed or written the following information:
> (1) The date [FN1] the prescription is filled;
> (2) The sequential number;
> (3) The patient's name;
> (4) The prescriber's directions for usage;
> (5) The prescribing doctor's name;
> (6) The name and address of the pharmacy;
> (7) The exact name and dosage of the drug dispensed;
> (8) There may be one line under the words [FN2] written stating "Refill" with a blank line or squares following; immediately under the word "Refill" the words "No Refill";
> (9) When a generic substitution is dispensed, the name of the manufacturer or an abbreviation thereof shall appear on the label or in the pharmacist's records as required in section 338.100.

§ 338.059.1, RSMo, (in effect 1997 to 2014).

13. Respondent violated § 338.059.1, RSMo, by failing to affix a label stating the information required by § 338.059.1(1)-(9), RSMo, to the containers holding his prescription drugs.

Failure to make and keep records

14. Missouri law requires that every pharmacy record the pharmacy's dispensing of all drugs.

15. Section § 338.100.1, RSMo, in effect from 1999 to 2010, stated:

> 1. Every permit holder of a licensed pharmacy shall cause to be kept in a uniform fashion consistent with this section a suitable file in which shall be preserved, for a period of not less than five years, the original or order of each drug which has been compounded or dispensed at such pharmacy, according to and in compliance with standards provided by the board, and

shall produce the same in court or before any grand jury whenever lawfully required. A licensed pharmacy may maintain its prescription file on readable microfilm for records maintained over three years. After September, 1999, a licensed pharmacy may preserve prescription files on microfilm or by electronic media storage for records maintained over three years. The pharmacist in charge shall be responsible for complying with the permit holder's record-keeping system in compliance with this section. Records maintained by a pharmacy that contain medical or drug information on patients or their care shall be considered as confidential and shall only be released according to standards provided by the board. Upon request, the pharmacist in charge of such pharmacy shall furnish to the prescriber, and may furnish to the person for whom such prescription was compounded or dispensed, a true and correct copy of the original prescription. The file of original prescriptions and other confidential records, as defined by law, shall at all times be open for inspection by board of pharmacy representatives.

16. The version of section § 338.100.1, RSMo, in effect from 2010 to 2016, authorized pharmacies to keep records in an electronic record-keeping system, to-wit:

> 1. Every permit holder of a licensed pharmacy shall cause to be kept in a uniform fashion consistent with this section a suitable book, file, or electronic record-keeping system in which shall be preserved, for a period of not less than five years, the original or order of each drug which has been compounded or dispensed at such pharmacy, according to and in compliance with standards provided by the board, and shall produce the same in court or before any grand jury whenever lawfully required. A licensed pharmacy may maintain its prescription file on readable microfilm for records maintained over three years. After September, 1999, a licensed pharmacy may preserve prescription files on microfilm or by electronic media storage for records maintained over three years. The pharmacist in charge shall be responsible for complying with the permit holder's record-keeping system in compliance with this section. Records maintained by a pharmacy that contain medical or drug information on patients or their care shall be considered as confidential and shall only be released according to standards provided by the board. Upon request, the pharmacist in charge of such pharmacy shall furnish to the prescriber, and may furnish to the person for whom such prescription was compounded or dispensed, a true and correct copy of the original prescription. The file of original prescriptions kept in any format in compliance with this section, and other confidential records, as defined by law, shall at all times be open for inspection by board of pharmacy representatives. Records maintained in an electronic recordkeeping system shall contain all information otherwise required in a manual recordkeeping system. Electronic records shall be readily retrievable. Pharmacies may electronically maintain the original

prescription or prescription order for each drug and may electronically annotate any change or alteration to a prescription record in the electronic record-keeping system as authorized by law; provided however, original written and faxed prescriptions shall be physically maintained on file at the pharmacy under state and federal controlled substance laws.

17. 20 CSR § 2220-2.010(2) in effect from 2006 to present states:

(2) Every pharmacy shall designate as its primary means of record keeping either a manual system which provides for the consecutive numbering of hard copy prescriptions and complies with the provisions of section (3) of this rule or an electronic system which complies with the provisions of 20 CSR 2220-2.080. The designated record system shall be used to record the pharmacy's dispensing of all drugs, medicines and poisons.

18. According to 20 CSR § 2220-2.080 in effect from 2006 until 2013:

(1) All information concerning the compounding, dispensing or selling at retail of any drug, medicine or poison pursuant to a lawful prescription which is entered into an electronic data processing (EDP) system at any pharmacy shall be entered only by a licensed pharmacist or by an individual under the direct supervision and review of a licensed pharmacist. That pharmacist shall be personally responsible for the accuracy of the information.

(2) Any EDP system used by any pharmacy for record keeping shall comply with the requirements of section 338.100, RSMo, including the capability to store and retrieve the following information concerning the filling or refilling of any prescription:

(A) A prescription label number that is linked to the unique readily retrievable identifier;
(B) Date of original prescription, expiration date of the prescription or both;
(C) Date original prescription was filled;
(D) Patient's full name;
(E) Patient's address when a prescription prescribes a controlled substance;
(F) Prescriber's full name;
(G) Prescriber's address and Drug Enforcement Administration (DEA) number when a prescription specifies a controlled substance;
(H) Name of drug, medicine or poison dispensed;
(I) Quantity of drug, medicine or poison originally dispensed;
(J) Quantity of drug, medicine or poison dispensed on each refill;
(K) Initials or code of the pharmacist responsible for input or review of data on each original prescription and each refill;

(L) Date of each refill; and
(M) If a new prescription is transmitted by phone, a hard copy representation must be made and contain all of the information in subsections (2)(A)–(L) plus an indication of whether or not a generic substitution is permitted and made in accordance with 4 CSR 220-3.011.

(3) Prescription hard copies must be filed by either the prescription label number or by the unique readily retrievable identifier. Prescription hard copies must be retrievable at the time of inspection.

19. 20 CSR § 2220-2.080 in effect since 2013 states:

(1) In lieu of a non-electronic (manual) record-keeping system, a pharmacy may elect to maintain an electronic data processing (EDP) record keeping-system. All information concerning the compounding, dispensing, or selling by a pharmacy of any drug, device, or poison pursuant to a lawful prescription which is entered into an EDP system at any pharmacy shall be entered only by a licensed pharmacist or by a technician or intern pharmacist under the direct supervision and review of a licensed pharmacist. Prior to dispensing, a pharmacist shall personally verify the accuracy of prescription data entered into the EDP for each original prescription. The EDP system shall comply with all applicable state and federal controlled substance laws and regulations.

(2) EDP systems shall comply with the requirements of section 338.100, RSMo, and shall be capable of storing and retrieving the following information concerning the original filling or refilling of any prescription:

(A) A unique, sequential prescription label number;
(B) If applicable, a unique readily retrievable identifier;
(C) Date the prescription was prescribed;
(D) The date the prescription was initially filled and the date of each refill;
(E) Patient's full name, or if an animal, the species and owner's name;
(F) Patient's address or animal owner's address when a prescription prescribes a controlled substance;
(G) Prescriber's full name;
(H) Prescriber's address and Drug Enforcement Administration (DEA) number when a prescription specifies a controlled substance;
(I) Name, strength and dosage of drug, device or poison dispensed and any directions for use;
(J) Quantity originally dispensed;
(K) Quantity dispensed on each refill;

(L) Identity of the pharmacist responsible for verifying the accuracy of prescription data prior to dispensing on each original prescription;
(M) Identity of the pharmacist responsible for reviewing the final product prior to dispensing on each original and refill prescription, if different from the pharmacist verifying prescription data;
(N) The number of authorized refills and quantity remaining;
(O) Whether generic substitution has been authorized by the prescriber;
(P) The manner in which the prescription was received by the pharmacy (e.g., written, telephone, electronic, or faxed); and
(Q) Any other change or alteration made in the original prescription based on contact with the prescriber to show a clear audit trail. This shall include, but is not limited to, a change in quantity, directions, number of refills, or authority to substitute a drug.

(3) The information specified in section (2) shall be required and recorded in the EDP system prior to dispensing by a pharmacist or pharmacy.

20. Respondent violated § 338.100.1, RSMo, and 20 CSR § 2220-2.080(1)-(3), RSMo, by failing to enter his prescription information prior to dispensing his prescriptions at St. Mary's Hospital Pharmacy-Audrain.

PIC Violations

21. As PIC of the Pharmacy, Respondent violated § 338.100.1, RSMo, by failing to ensure that St. Mary's Hospital Pharmacy-Audrain's recordkeeping system was compliant with Missouri law.

22. As PIC, Respondent also is charged with responsibility to ensure that St. Mary's Hospital Pharmacy-Audrain is operated in full compliance of all state and federal laws and regulations concerning the practice of pharmacy pursuant to § 338.210.5, RSMo, which states:

> 5. If a violation of this chapter or other relevant law occurs in connection with or adjunct to the preparation or dispensing of a prescription or drug order, any permit holder or pharmacist-in-charge at any facility participating in the preparation, dispensing, or distribution of a prescription or drug order may be deemed liable for such violation.

23. As PIC, Respondent's failure to assure full compliance with state and federal pharmacy laws and regulations, including labeling requirements and maintenance of prescriptions, and Respondent's failure to implement and enforce policies and procedures to effectively insure the public safety is in violation of 20 CSR 2220-2.090(2)(G), (H), and (W) which states, in pertinent part:

> (2) The responsibilities of a pharmacist-in-charge, at a minimum, will include:
>
> * * *
>
> (G) All labeling requirements are complied with according to section 338.059, RSMo, federal laws where required and board regulations governing auxiliary labeling of drugs and devices;
>
> (H) The prescription files are maintained according to the requirements of this board and the other state and federal controlled substance laws and regulations;
>
> * * *
>
> (W) Assure full compliance with all state and federal drug laws and rules;

JOINT CONCLUSIONS OF LAW

24. Respondent's conduct is cause for disciplinary action against his license to practice pharmacy under §338.055.2(6), (13), and (15) RSMo, which provide:

> 2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his or her certificate of registration or authority, permit or license for any one or any combination of the following causes:
>
> * * *

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

* * *

(13) Violation of any professional trust or confidence;

* * *

(15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government.

JOINT AGREED DISCIPLINARY ORDER

A. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §621.045.4(3), RSMo. Respondent's pharmacist license, number 040303 is immediately **SUSPENDED FOR SIXTY (60) DAYS, followed by PROBATION for a period of THREE (3) YEARS** ("disciplinary period"). The terms of discipline shall be:

The following terms apply for the entire disciplinary period.

1. Respondent shall comply with all applicable provisions of Chapter 338, Chapter 195, Chapter 196 and all applicable federal and state pharmacy/drug laws and regulations and all federal and state criminal laws. "State" here includes the State of Missouri and all other states and territories of the United States.

2. Respondent shall not serve as pharmacist-in-charge or manager-in-charge of any entity licensed or regulated by the Board, or as a preceptor for pharmacy interns or as a teaching member of any school or college of pharmacy. Additionally, Respondent shall not serve as a consultant required by a Board disciplinary order for any pharmacy/drug distributor.

3. Respondent shall keep the Board apprised of his current home, electronic mail (e-mail) and work addresses and telephone numbers. Respondent shall notify the Board of any change in Respondent's employer or Respondent's home or work address within ten (10) days of such change in a manner approved by the Board. For employer/work changes, Respondent's notification shall include the reasons for the change. If at any time Respondent is employed by a temporary employment agency or maintains employment

that requires frequent daily or weekly changes of work locations he must provide the Board a list of locations worked if requested by the Board or Board's representative.

4. If Respondent's license expires or becomes void/invalid, upon renewal or reapplication, Respondent's license shall be subject to all terms and conditions of discipline not previously satisfied, including any remaining suspension/probationary period.

5. Respondent shall cooperate with the Board's monitoring and investigation of Respondent's compliance with the terms and conditions of this Settlement Agreement. Respondent shall make himself available for personal interviews to be conducted by a member of the Board or the Board of Pharmacy staff. Said meetings shall be at the Board's discretion and may occur periodically during the disciplinary period.

6. Respondent shall respond to any written inquiry of the Board and provide any requested documentation/records within five (5) days of receipt of a written request from the Board or the Board's authorized designee, or as otherwise requested by the Board/Board designee.

7. If requested by the Board, Respondent shall submit to a criminal history background check via the Board's approved vendor at Respondent's cost. Unless otherwise directed by the Board, Respondent shall submit the required fingerprints and undergo the requested criminal history background check within ten (10) days of the Board's request.

8. Respondent shall submit to any drug, alcohol or urinalysis testing requested by the Board, at Respondent's cost. Testing may be conducted on any human sample, including, but not necessarily limited to, urine, blood, breath, hair, nails, skin or saliva. The timing, manner and scheduling for testing is within the Board's sole discretion.

9. Respondent shall report any of the following occurrences to the Board, in writing, within seventy-two (72) hours of such occurrence:
    a. Any arrest or issuance of a criminal complaint;
    b. Any municipal/local arrest, citation or complaint relating to drugs, theft, shoplifting, burglary, possession of drug paraphernalia, driving or operating a motor vehicle under the influence/while intoxicated or illegally possessing, selling or purchasing alcohol, any drug or drug paraphernalia;
    c. A finding or plea of guilty or nolo contendre in any state or federal criminal proceeding to any criminal complaint, information or indictment, including, but not limited to, any deferred or diverted adjudication, order or agreement;
    d. A conviction of any crime, including, but not limited to, any Suspended Imposition of Sentence ("SIS") or Suspended Execution of Sentence ("SES");
    e. A finding by a court that Respondent has violated any term of his criminal probation/parole;

f. Any discipline, citation, or other administrative action filed or taken against Respondent by any state board/committee of pharmacy, or any other state or federal agency.

Failure to timely report any of the foregoing occurrences shall be considered a disciplinary violation.

10. If Respondent is currently or begins serving any period of criminal probation/parole, Respondent shall provide the name of his probation/parole officer to the Board, in writing, within ten (10) days of the effective date of this Agreement or within ten (10) days of the designation of a probation/parole officer. If Respondent's probation/parole officer is changed for any reason, Respondent shall submit the name of the replacement officer to the Board within ten (10) days of the change/modification. Respondent shall execute a release authorizing his probation or parole officer to provide to the Board any information relating to Respondent's probation or parole. Respondent shall maintain the release in effect and shall provide an updated release if requested by the Board.

11. Respondent shall file a "Disciplinary Compliance Report" with the Board in a form/manner approved by the Board. The Disciplinary Compliance Report shall be due by January 1 and July 1 of each calendar year. Respondent's final Disciplinary Compliance Report shall be filed no later than ninety (90) days before the end of the probationary period.

Respondent shall not be personally involved in any aspect of a pharmacy's processing dispensing, or billing of any prescription for himself or any family member, including, but not limited to, recording any telephone prescription or verbal refill authorization.

12. Respondent's failure to comply with any condition of discipline set forth herein constitutes a violation of this disciplinary Agreement.

13. The parties to this Agreement understand that the Board of Pharmacy will maintain this Agreement as an open record of the Board as provided in Chapters 324, 338, 610, RSMo.

NOTICE TO EMPLOYERS

14. If applicable, Respondent shall notify any employer of the employer's need to apply for and receive the necessary state (misdemeanor/felony) and federal (felony) waivers from the Bureau of Narcotics and Dangerous Drugs and the Drug Enforcement Administration in order to be employed within a facility that maintains state or federal registrations for the purpose of storing, distributing or dispensing controlled substances.

15. Except as otherwise provided herein, "Employment" within the meaning of this Agreement shall include any full-time, part-time, temporary, relief or pharmacy management service as a pharmacist or any position for which a pharmacist license,

pharmacy intern license or pharmacy technician registration is a requirement or criterion for employment, regardless of whether Respondent is an employee, independent contractor, volunteer, instructor or consultant. "Employment" shall also include any entity where legend drugs are stored, sold, dispensed or distributed.

16. Respondent shall notify any current or future employers of this action by providing a copy of this Settlement Agreement to the pharmacist-in-charge or manager-in-charge of any pharmacy or drug distributorship where Respondent is employed, on or before the effective date of discipline or prior to accepting any offer of employment.

    a. If Respondent is not or will not be employed by a pharmacy or drug distributor, the notice shall be provided to Respondent's direct supervisor at Respondent's current/prospective place of employment, as defined herein, within the timeframes required by this section.
    b. For purposes of this Agreement, a pharmacy shall also include, but is not limited to, any location providing pharmacy services for inpatients of a licensed hospital or residents of a long term care facility.

17. Respondent shall cause the pharmacist-in-charge, manager-in-charge or supervisor to sign a written acknowledgment on a form approved by the Board indicating that he/she has received and reviewed the Settlement Agreement and the terms and conditions imposed thereby. The written acknowledgement shall be signed and dated by the applicable pharmacist-in-charge, manager-in-charge or supervisor and shall be submitted to the Board by Respondent for verification within ten (10) days of the dated signature. Respondent shall be responsible for ensuring the required signed acknowledgments are timely submitted to the Board.

18. If at any time Respondent is employed by a temporary employment agency, Respondent must provide each employment agency a copy of this Settlement Agreement prior to being assigned to a temporary employment site. Respondent shall also provide a copy of the Settlement Agreement to each pharmacist-in-charge or manager-in-charge of each pharmacy or drug distributor where Respondent is assigned to work. If the pharmacist-in-charge or manager-in-charge is not present at the employment site, a copy of the Settlement Agreement shall be left at the applicable site for the pharmacist-in-charge/manager-in-charge to review. Respondent shall provide an accurate listing of all employment/work sites where Respondent has been assigned if requested by the Board or the Board's authorized designee.

19. Licensee shall execute any release or provide any authorization necessary for the Board to obtain records of Respondent's employment during the period covered by this Settlement Agreement.

CONTINUING EDUCATION

20. Within three (3) months of the effective date of this Settlement Agreement, Respondent shall take and pass the Board approved Pharmacy Practice Guide Continuing Education Examination, if available. Respondent shall register and complete the required examination via the Board's website or as otherwise requested by the Board.

21. Respondent shall take a minimum of 6.0 continuing education (0.60 CEUs) hours in pharmacy law during each biennial pharmacist renewal period that is completed while Respondent is on discipline. The continuing education required by this section shall comply with 20 CSR 2220-7.080 and may be used to satisfy the licensee's biennial continuing education requirement. Proof of compliance with the continuing education requirements of this section shall be submitted to the Board on or before October 31st of each biennial pharmacist renewal period.

The following terms apply only during the period of SUSPENSION:

SUSPENSION

1. Respondent shall not engage in any activity or conduct in the State of Missouri for which a license as a pharmacist, intern pharmacist, or a registration as a pharmacy technician is required including:
    a. Respondent shall not practice pharmacy nor do any act involving drug selection, ordering of legend drugs for a licensed pharmacy or drug distributor, drug manufacturing, compounding, dispensing or patient consultation.
    b. Respondent shall not direct or control any aspect of the practice of pharmacy. Additionally, Respondent shall not manage, administer or be a consultant to any licensee of the Board or have access to or control the ordering, manufacturing or dispensing of legend drugs or controlled substances. Respondent may, however, continue to own or hold an interest in any licensed premises in which he holds an interest at the time this Agreement becomes effective, unless otherwise specified by this Agreement.
    c. Respondent shall not be physically present in a pharmacy during suspension except as a bona fide customer. Respondent may, however, be employed at a facility that maintains a pharmacy, so long as that employment does not include the practice of pharmacy, require registration as a pharmacy technician, or require and/or permit Respondent's physical presence in the licensed (permit) area of the facility or any area used to store, stock or dispense legend drugs.
    d. Respondent shall not serve as the manager-in-charge of any drug distributor during the period of suspension and shall not direct or control any aspect of drug distribution in this state. Respondent may continue to own or hold any interest in a drug distributor which Respondent holds at the time this Agreement becomes effective unless otherwise specified by this Agreement.
    e. Respondent shall not use the term "R.Ph.", "Pharmacist", or any other title or designation which would signify that Respondent can legally practice pharmacy, in either printed or verbal form, during the suspension period.

f. Respondent shall not be personally involved in any aspect of a pharmacy's processing, dispensing, or billing of any prescription for himself/herself or any family member.
g. Respondent shall not post any indicia of his Missouri pharmacist licensure in a public space (i.e.- the original wall-hanging certificate, the computer generated 5" x 7" license, or the wallet card).

B. Upon the expiration of said discipline, Respondent's license as a pharmacist in Missouri shall be fully restored if all other requirements of law have been satisfied; provided, however, that in the event the Board determines that Respondent has violated any term or condition of this Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Respondent.

C. If the Board determines that Respondent has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held to determine whether a violation occurred and, if so, it may impose further discipline. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

D. No order shall be entered by the Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

E. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this settlement agreement not any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

F. Respondent, together with his heirs and assigns, and his attorneys, do hereby waive and release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this litigation, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

RESPONDENT, AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE LINE,

_____ **REQUESTS**

KM **DOES NOT REQUEST**

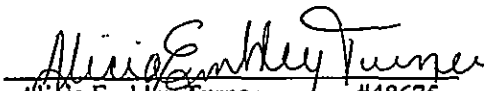
THE ADMINISTRATIVE HEARING COMMISSION TO DETERMINE IF THE FACTS SET FORTH HEREIN ARE GROUNDS FOR DISCIPLINING RESPONDENT'S LICENSE.

If Respondent has requested review, Respondent and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Respondent's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Respondent's license. Effective fifteen (15) days from the date the Administrative Hearing Commission determines that the Settlement Agreement sets forth cause for disciplining Respondent's license, the agreed upon discipline set forth herein shall go into effect.

If Respondent has not requested review by the Administrative Hearing Commission, the Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Board's Executive Director.

RESPONDENT	PETITIONER
KENNETH MULLINS	MISSOURI BOARD OF PHARMACY
By: _____	By: _____
Kenneth Mullins	Kimberly Grinston Executive Director
Date: 3/29/18	Date: 4-10-18

NEWMAN, COMLEY & RUTH P.C.

By: 

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